

State of Montana

Brian Schweitzer, Governor

Public Employees' Retirement Board

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PERB Mission Statement



The Montana Public Employees' Retirement Board will fiduciarily administer its retirement plans and trust funds, acting in the best interest of the members and beneficiaries.

Contacting MPERA

If you have any questions about the Judges' Retirement System (JRS), call or e-mail us, or visit our website.

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If you don't know who to contact, e-mail our "front desk" and we'll forward your question to the right person: **mpera@mt.gov**.

Web Site

For updated information and to view MPERA newsletters and other publications, visit us on the web at **<http://mpera.mt.gov/>**.

MPERA Mission Statement

The Montana Public Employee Retirement Administration (MPERA) will efficiently provide quality benefits, education and service to help our plan members and beneficiaries achieve a quality retirement.

Permission is granted to reproduce, copy or duplicate the information in this book, provided credit is given to MPERA.

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Preface

This *Judges' Retirement System Member Handbook* is a general summary of the benefits provided by the Montana Judges' Retirement System (JRS). It is intended to give you an idea of what your benefits are and to acquaint you with JRS. Every effort has been made to ensure the contents agree with the law and rules. The law and its interpretation can change, so this handbook may be out-of-date soon after it is published. This handbook is not a final source of the law and rules. IT SHOULD NOT BE TAKEN AS FINAL LEGAL AUTHORITY. Information in this handbook is based on 2007 law. Benefits are based on the law in effect at the time of your termination from employment; therefore, some information found here may not apply in specific cases. If this handbook differs with law or rules as the Board interprets them, the law or rules will apply. This handbook replaces all previous JRS member handbooks.

Montana Code

The law governing the JRS may be found in Title 19, Chapters 2 and 5, Montana Code Annotated (MCA). MCA is available on line at: http://data.opi.state.mt.us/bills/mca_toc/index.htm. References to the pertinent sections of MCA and Administrative Rules of Montana (ARM) are provided in parenthesis throughout this publication.

Overview

- JRS provides service retirement benefits, disability retirement benefits or survivor benefits, if eligible.
- You are eligible to retire and receive a service retirement benefit when you complete at least five years of membership service and are 60 years of age.
- You and your employer both contribute toward your future retirement benefits.
- You may withdraw only your contributions plus interest if you leave JRS-covered employment and don't retire.
- If you withdraw your contributions, you lose your right to any future retirement benefit.

Introduction

Retirement Security for our Members Since 1967

The Judges' Retirement System (JRS) is a public pension plan for all Montana judges of the district courts, justices of the Supreme Court, and the chief water judge. In 1967, the Legislature created JRS to grant service retirement, disability retirement, or survivor benefits to plan members and their beneficiaries. On June 30, 2007, membership of JRS consisted of the following :

JRS Membership

Number of participating employers	1
Active members	51
Inactive members:	
Vested	5
Non-vested	0
Retirees and beneficiaries receiving benefits:	
Service Retirements	49
Disability Retirements	0
Survivor Benefits.....	2

JRS is a defined benefit retirement system. The monthly benefit you receive upon retirement is based on your years of service and your current salary or highest average compensation rather than the amount of money you contribute and the interest which accrues to your account.

The Public Employees' Retirement Board (Board) is an independent, seven-member board appointed by the Governor to administer JRS, eight other retirement systems, and the State's 457 Deferred Compensation Plan. The Montana Public Employee Retirement Administration (MPERA) does the day-to-day work. This handbook uses the following terms: we, us, MPERA and Board interchangeably.

Money that you pay into JRS earns interest and helps pay for your benefits. At MPERA, we keep track of your money in your own account, and credit your account with interest. We combine the funds from all accounts in a trust fund, which the Board of Investments invests. Income earned is reinvested into the trust fund. Only the Board may authorize payment from the trust fund. Current law limits payments to benefits and refunds for members or their survivors. In addition, the Board must pay administrative expenses from the investment earnings. (§§ 19-2-408 and 19-2-505, MCA; Montana Constitution, Art. VIII, §13)

Every year, an actuary must evaluate the trust fund's capability to pay the benefits promised to members. Benefits are set by law and are protected by the Montana Constitution. (§ 19-2-405, MCA; Montana Constitution, Art. VIII, §15)

Section I: Membership

1. Membership Enrollment

Membership is mandatory for all Montana judges of district courts, justices of the Supreme Court, and the chief water judge. Judges and justices who were members of the Public Employees' Retirement System (PERS) prior to October 1, 1985, could have elected to remain in the PERS. (§ 19-5-301, MCA)

Membership Cards

New judges or justices must complete a membership card upon starting work in a job covered by JRS. Your payroll clerk should provide you with this card on your first day of work. Complete the card and return it to the payroll clerk who will send it to us. Membership may not be discontinued until employment as a judge or justice is terminated. (ARM 2.43.402)

A membership card is a vital record; you must keep it up-to-date. To update your information, complete a new card and give it to your payroll clerk. The payroll clerk must send it to us in order for the changes to take effect. Marriage, divorce, birth of a child, any name changes and death of a beneficiary are some of the reasons to update your card. We print data from your membership card on your Annual Membership Statement, which is mailed to you each July. Check the statement carefully. If any of the member or named beneficiary data is wrong, submit a new card to your payroll clerk. (§ 19-2-801, MCA and ARM 2.43.402)

Update your membership card whenever any information on the card changes.

Working Retiree Membership

A judge or justice with at least eight years of service who voluntarily retires can be called for duty by the chief justice. Current law imposes limits on working retirees. If the limits are exceeded, benefits may be reduced. (See page 19.) (§ 19-5-103, MCA)

NOTE

A judge temporarily called back to duty (pro tempore) is not eligible for active membership in JRS. (§ 19-5-301, MCA)

2. Contributions

You and your employer pay contributions to JRS. The following explains contributions to JRS and what is expected of you and your employer.

Member Contributions

All members must pay part of their gross compensation to JRS. The current contribution rate is 7%. Your employer will withhold this money from your gross pay and send it to us. We will credit your contributions to your individual account. (§ 19-5-402, MCA)

Interest Your JRS account earns interest each month. **The interest credited to your account will not affect the amount of your monthly retirement benefit.** The monthly service retirement benefit is set by a statutory formula (see page 20). However, if you end your JRS-covered employment and leave your money on account, it will continue to earn interest. If you take a lump-sum refund instead of a monthly benefit, you will receive your contributions plus accrued interest.

Taxation Since July 1991, the money you contribute to JRS is contributed pre-tax. The interest your account earns has always been tax-deferred. This means state and federal taxes are not paid until you receive the money as a benefit or refund. Any money you paid to JRS before July 1991 was taxed. If you have taxed money in your account and elect to take a lump-sum refund, or retire, then part of your refund or monthly benefit will not be taxed.

Purchase of Service To purchase refunded or other types of optional service, you may contribute amounts beyond your regular contributions. These additional contributions are made pre-tax if you authorize payment by payroll deduction contract. If these contributions are not made through payroll deduction, they may be taxed. (For more details see page 14.) (§ 19-2-704, MCA)

You will earn interest on service purchase payments at the same rate you earn interest on regular contributions. All interest credited to your account is tax-deferred.

Employer Contributions

The state of Montana contributes an amount equal to 25.81% of the compensation of each JRS member to the trust fund. These contributions provide “pooled” funds for retirement, disability, and survivor benefits. Employer contributions are not refundable. (§ 19-5-404, MCA)

Refund of Employee Contributions

Vested members who end JRS-covered employment may leave their money on account to continue to earn interest; or receive a refund of their accumulated contributions (member contributions plus interest).

When you receive a refund, you are no longer a member of JRS. You will have no right to any form of JRS benefit.

To receive a refund, request an application from your employer. The application has two parts. You must complete the member section, then give it to your employer. Your employer will complete the employer section and send it to MPERA.

If you have been inactive for more than three months, you should contact us directly to apply for a refund. (§ 19-2-602, MCA and ARM 2.43.603)

Processing a Refund We cannot process your refund before your employer sends us the application and the final payroll information. This process may take up to four weeks from the date you get your last paycheck. Extending your last day of work into a new pay period or month may increase the processing time.

Mandatory Refunds **If you are not a vested member** (less than five years of membership service) IRS regulations may require that we distribute your contributions to you. If you have:

- less than \$200 in accumulated contributions, you will automatically be sent a lump-sum refund. No taxes are withheld.
- between \$200 and \$1,000 in accumulated contributions, you will be sent a notice and a refund application. The application allows you to request that your contributions be rolled over to another eligible plan. Rolling your contributions to another eligible plan protects the tax-deferred status of your contributions.
- more than \$1,000 in accumulated contributions, you may leave your contributions on account and continue to earn interest. (§ 19-2-602, MCA)

NOTE

If you receive your refund directly, the IRS requires us to withhold 20% for tax purposes. The IRS may also charge you an additional 10% penalty for early withdrawal. (For more information, see page 39.)

Return to Work After Receiving a Refund. If, after receiving a refund, you accept a JRS-covered position, you will again become a member. We will consider you a new member without credit for the refunded service. You may purchase the refunded time plus interest to reinstate that service. (For more details, see page 14.) (§ 19-2-603, MCA)

3. Service

The amount of time you work and contribute to JRS affects the amount of your retirement benefit. The monthly retirement benefit you receive will depend on the number of years you work in a JRS-covered position and any purchases of service.

Membership Service

MPERA uses membership service to determine if you are eligible for vesting, retirement or other JRS benefits. You earn one month of membership service for any month you contribute to JRS, regardless of the number of hours you work or pay you receive in that month. (§ 19-2-702, MCA)

Vesting

You are vested after you accrue five years of membership service. Once vested, you are entitled to any retirement benefit for which you may be eligible. If not vested, you may receive a refund of your account upon termination of JRS-covered employment. (§ 19-2-303, MCA)

Service Credit

MPERA uses service credit to calculate the amount of your benefit. If you work 160 hours or more in any month, you get one month of service credit. If you work less than 160 hours, you will receive proportional service credit. For example, if you work 80 hours, you receive one-half of a month of service credit. (§ 19-2-701, MCA)

NOTE

A retired member may not earn service credit or membership credit.

Annual Statement

Each July, MPERA will send you a membership statement projecting potential retirement benefits based on current information. If you have corrections, changes or questions concerning any information, including service credit, contact MPERA **in writing**, and provide a copy of your statement.

Carefully review the statement to verify the information is correct.

NOTE

We will correct mistakes in your account or service when identified and verified. Mistakes will not bind MPERA to pay a benefit for which you are not eligible.

Purchase of Service

Eligibility and Cost Statements Vested members, both active and inactive, may purchase membership service and service credit at any time before retirement. Purchasing service may enhance your retirement benefit. Be aware that any delay may increase the cost because of added interest or higher salaries.

You may not buy any service that could make you eligible for a retirement from another public retirement system until you receive a refund of the service from the other public system.

Request a Cost Statement A cost statement provides the amount required to purchase the service as well as payment options. A written request is required to initiate the cost statement. You must provide the following written information: **your full name (including any former names), a current address, social security number, and the type of service you wish to buy.** You should also send any documents that relate to the service, including the approximate dates of service. We will review the request and send you a cost statement for any eligible service. (ARM 2.43.428)

**After 30 days, the cost statement is not valid.
Contact us for an updated cost statement.**

Paying for Service Purchases You may pay for a service purchase in one lump-sum, or you may make monthly payments. Active members can make monthly payments pre-tax by payroll deduction. You may also purchase service through a rollover of funds from another eligible retirement plan. Inactive vested members, active members not paid monthly, or members who wish to self-pay, may send payments directly to MPERA. (These payments are not made pre-tax.) If you fail to make a regular monthly payment, you give up the right to make any more payments. Your service purchase will be prorated.

We will track your monthly payments in an additional contribution account until you complete the service purchase contract. We will then transfer the money to your regular account and credit your account with the service. You must complete all service purchases before you retire or the service purchase will be prorated. (§§ 19-2-704 and 19-2-708, MCA; ARM 2.43.441)

Types of Service Which May Be Purchased

1. Refund A member who terminates their job and requests a refund of the accumulated contributions in their account may purchase the refunded service if they return to JRS-covered employment. To purchase the refund, you must repay the contributions and interest you received as a refund. You must also pay the interest the refund would have earned if you had left it on deposit. Refund service is both membership service and service credit. (§ 19-2-603, MCA; ARM 2.43.420)

2. Montana Public Service Members may buy service refunded from, (or for which they are eligible to receive a refund) other Montana statewide retirement systems administered by MPERA. Other full-time public service employment with the state or a political subdivision of the state may also qualify. Members may also buy service from the Teachers' Retirement System for which they receive, or are eligible to receive, a refund. All service referenced in this paragraph is both membership service and service credit.(§ 19-2-715, MCA; ARM 2.43.420)

3. Military/Reserve Military Service When you have at least five years of membership service, you may, at any time prior to retirement, purchase up to five years of active military service or reserve military service. Reserve military service may include service in the army or air national guard. Both active and reserve military service is purchased at an actuarial cost.

You may not purchase your military time if you are receiving a retirement benefit from the military, or from another retirement system or plan for that time.

You may not purchase your reserve military service if you have received service credit under USERRA for the same time period. You may purchase your reserve military time prior to separation from service in the reserves.

Military and reserve military time is both membership service and service credit. (§§ 19-5-410; 19-2-707, MCA; ARM 2.43.437)

4. Additional Service (“One-for-Five”) Purchase For each five-year period of membership service, you may buy one year of additional service credit. You may buy no more than five years of additional service. Additional service is not membership service and can not be used to become eligible to retire or to purchase other types of service. Your total service credit on your annual statement will not include the “One-for-Five” service purchased; however, it will be added to your service credit when we calculate your retirement benefit. (§ 19-5-409, MCA)

Limitations Current law limits your purchase of active military, reserve military and additional (one-for-five) service to a combined total of five years. The limit became effective July 1, 2003. Service purchases completed before July 2003 do not count toward the five-year limit. (§ 19-5-411, MCA)

When purchasing service, the most recent service must be purchased first. (ARM 2.43.422)

Section II: Benefits

To receive retirement benefits under JRS, you must fulfill certain age and service requirements. Retirement benefits are payable directly to you. The benefit option you choose at retirement may also provide for a continued survivor benefit. This section explains how to qualify for retirement, and describes both service retirement and disability retirement benefits.

1. Qualifying for Benefits

Vested Members

When you complete five years of **membership service** (explained on page 13), you become a vested member. Once vested, JRS guarantees you a retirement benefit after you reach the minimum age and/or service requirement.

Active Members

You are an active member if you are in a JRS-covered position and making the required contributions to the system. If vested, and at least age 60, you may terminate and apply for monthly retirement benefits.

You could also take a refund of your account, rather than a retirement benefit. When you withdraw your accumulated contributions from your account, you give up all vested rights. In other words, once you cash your refund check, you are not eligible for a retirement benefit. (§ 19-2-601, MCA; ARM 2.43.603)

Remember . . .
Once you withdraw the money from your account, your membership ends. You lose your right to any benefits from JRS.

Inactive Vested Members

You are an inactive, vested member when you terminate JRS-covered employment, have five or more years membership service, and do not withdraw your JRS account. You may apply for a retirement benefit when you meet the minimum age and/or service credit requirement.

(§ 19-5-301, MCA)

Non-Vested Members

You will not be eligible for a retirement benefit. However, you are eligible for a refund of your accumulated contributions (your contributions plus interest). (See page 11 for information on refunds.) (§ 19-5-301, MCA)

Call to Duty of a Retired Judge or Justice

A retired member or an inactive vested member with eight years or more of service, who has voluntarily retired or voluntarily terminated service, may be called to duty.

An inactive vested judge or justice called to duty, who is not eligible to receive a monthly retirement benefit because of age, will receive a daily salary of the position being filled. They will receive this compensation regardless of the number of days served in a calendar year.

Retired judges or justices who are receiving a monthly retirement benefit at the time they are called to duty will receive the daily salary of the position being filled, for a total of 180 days in a calendar year. For each day of duty after 180 days in a calendar year, the member will receive 1/20 of the monthly salary for the position being filled minus an amount equal to 1/20 of the monthly retirement benefit being received. (§ 19-5-103, MCA)

2. Retirement Benefits

JRS members are eligible to receive benefits upon meeting certain requirements. JRS provides benefits for members as outlined on the following pages.

Service Retirement Benefit

You are eligible for service retirement benefits when you complete five years of membership service and are 60 years of age. JRS is a defined benefit plan. Defined benefit plans use a set or defined formula to calculate benefits.

The JRS retirement benefit is calculated in one of two ways, depending on whether you are covered under the Guaranteed Annual Benefit Adjustment (GABA) which is explained on page 36. (§§ 19-5-501, 19-5-502, MCA)

- A. Non-GABA Coverage: The basic formula for a monthly service retirement in JRS if you are not covered under the GABA will be: 3.333% of **current salary** per year for the first 15 years of service credit plus 1.785% of your current salary per year for each year of service credit after 15 years;
- B. GABA Coverage: The basic formula for a monthly service retirement in JRS if you are covered under the GABA will be: 3.333% of your **Highest Average Compensation (HAC)** per year for the first 15 years of service credit plus 1.785% of your HAC per year for each year of service credit after 15 years.

You will receive your retirement benefit for life. We will not reduce your benefit by amounts that you receive from other retirement programs, such as Social Security. Upon your death, if you selected Option 2 or 3, your contingent annuitant will receive a benefit for life. See Section III, starting on page 24, for payment options.

The factors used to calculate your lifetime benefit are:

- a. **Service credit** is the years of full time service you earned. (See page 13.)
- b. **3.333%** and **1.785%** are the percentages that determine how much of your current salary or your HAC you receive for each year of service credit.
- c. **Current salary** is the current compensation for the office you retired from.
- d. **HAC** is the average of your highest consecutive 36 months of compensation.

Involuntary Retirement Benefit

You may receive an actuarially reduced retirement benefit in either of the following circumstances:

- A. You were involuntarily discontinued from service after completing five years of membership service, but before reaching retirement age; or
- B. You were discontinued from service after completing at least 12 years of service but before retirement age, and appointed or elected to office after July 1, 1983. (§ 19-5-503, MCA)

3. Disability Retirement

A member suffering a disability of permanent (or extended and uncertain) duration, is eligible for a disability retirement. Disability is the total physical or mental incapacity to perform the essential elements of the member's job. The disability need not be work-related, but must occur during your membership. (§§ 19-2-303, 19-5-601, MCA)

Disability Benefit

A member who becomes disabled may receive a disability retirement benefit based on the actuarial equivalent of the accrued service retirement benefit at the time of retirement.

If the disability is a direct result of any service for the Montana judiciary, the member will receive a disability retirement benefit equal to:

- A. The greater of one-half the member's **current salary** or the contingent annuitant's benefit, if applicable, for a person not covered under the GABA; or
- B. The greater of one-half the member's **HAC** or the contingent annuitant's benefit, if applicable, for a person covered under the GABA. (§ 19-5-601, MCA)

(The GABA is explained in on page 36.)

Disability Reviews

The Board may review the medical condition of any member receiving a disability. Periodic reviews are performed to decide if the member still qualifies for disability retirement. (§ 19-5-612, MCA)

Disability Benefit Cancellation

The Board will cancel a member's disability retirement in the following cases: (§ 19-5-612, MCA)

- A. The member is no longer totally disabled and can return to the employment formerly held by the member; or
- B. The retiree refuses to submit to a medical examination.

Contact us for complete details about disability benefits and how to apply.

Section III: Payment Options

When you retire, you must select a benefit payment option. Currently, the JRS offers four benefit payment options. The option you choose determines whether or not income is provided for someone else (the contingent annuitant) after your death. If you choose an option to provide income for someone after you die, your monthly retirement benefit will be reduced. The reduced benefit depends upon the option you choose, your age and the age of your named “contingent annuitant.” (§ 19-5-701, MCA)

This section provides information on each option, a table to help you calculate your benefit, and some sample calculations.

1. Option 1

Option 1 provides a monthly benefit to you for your lifetime and is the largest monthly benefit amount you may choose. Option 1 is also the basis for calculating all other options.

The benefit is computed using the defined benefit formula. (See page 20 and page 31.)

The monthly benefit under Option 1 is for your life only and will cease upon your death.

Upon your death, the designated beneficiary will receive any balance left in your account. That account balance is the amount available at retirement, less the total benefits paid to you. All monthly benefit payments end upon the your death.

NOTE

Once you receive and accept your first benefit payment, you may not change your option.

2. Option 2

Option 2 provides a monthly benefit to you for your lifetime. When you die, your named contingent annuitant will receive that same amount for the rest of their life. Option 2 is an annuity based on the lives of two people. The benefit amount of Option 2 is less than Option 1 because the lifetime value is spread over two lives instead of one.

The benefit under Option 2 is for both your lifetime and the lifetime of your contingent annuitant.

Your Option 2 benefit is calculated by multiplying the Option 1 benefit by an Option 2 factor. The factor is based on your age and your contingent annuitant's age.

NOTE

The factors on page 27 are **examples** for members who did **not** elect GABA. The factors on page 28 are **examples** for members who are covered under GABA. There is not enough space available in this publication to present the complete actuarial table for all Option 2 and 3 factors.

3. Option 3

Option 3 provides a monthly benefit to you for your lifetime. When you die, your named contingent annuitant will receive **one-half** that amount for the rest of their life. The benefit amount of Option 3 is less than Option 1 because the lifetime value is spread over two lives instead of one. However, because the contingent annuitant receives only one-half of the member's benefit, your benefit is larger than the Option 2 benefit.

The Option 3 benefit is calculated the same as Option 2, but using your Option 3 factor. The Option 3 factor is based on the age of both the member and the contingent annuitant at the member's retirement date.

The factors on page 27 are **examples** for members who did **not** elect GABA. The factors on page 28 are **examples** for members are covered under GABA. There is not enough space available in this publication to present the complete actuarial table for all Option 2 and 3 factors.

NOTE

A retired member may not change their Option 2 or 3 election or their designated contingent annuitant, except in limited circumstances. (See page 30.)

According to IRS regulations, if the age difference between you and your non-spouse contingent annuitant is greater than 10 years, you may not select Option 2.

Service Retirement Option Factors

Non-GABA Joint & Survivor

*Mem = Member's Age ** CA = Contingent Annuitant's Age

This table assumes CA is a spouse.

Mem *	CA **	Opt 2	Opt 3	Opt 4 10-yr	Opt 4 20-yr	Mem *	CA **	Opt 2	Opt 3	Opt 4 10-yr	Opt 4 20-yr
55	40	0.7038	0.8261	0.984	0.926	59	44	0.6628	0.7972	0.972	0.885
55	45	0.7335	0.8463	0.984	0.926	59	49	0.6957	0.8205	0.972	0.885
55	50	0.7666	0.8679	0.984	0.926	59	54	0.7325	0.8456	0.972	0.885
55	55	0.8017	0.8900	0.984	0.926	59	59	0.7719	0.8713	0.972	0.885
55	60	0.8371	0.9113	0.984	0.926	59	64	0.8118	0.8961	0.972	0.885
55	65	0.8706	0.9308	0.984	0.926	59	69	0.8501	0.9190	0.972	0.885
55	70	0.9006	0.9477	0.984	0.926	59	74	0.8848	0.9389	0.972	0.885
56	41	0.6939	0.8193	0.981	0.917	60	45	0.6521	0.7894	0.968	0.872
56	46	0.7244	0.8402	0.981	0.917	60	50	0.6858	0.8136	0.968	0.872
56	51	0.7584	0.8626	0.981	0.917	60	55	0.7235	0.8396	0.968	0.872
56	56	0.7946	0.8855	0.981	0.917	60	60	0.7640	0.8662	0.968	0.872
56	61	0.8310	0.9077	0.981	0.917	60	65	0.8052	0.8921	0.968	0.872
56	66	0.8656	0.9280	0.981	0.917	60	70	0.8448	0.9159	0.968	0.872
56	71	0.8968	0.9456	0.981	0.917	60	75	0.8807	0.9366	0.968	0.872
57	42	0.6837	0.8122	0.979	0.908	61	46	0.6413	0.7814	0.963	0.859
57	47	0.7150	0.8338	0.979	0.908	61	51	0.6757	0.8065	0.963	0.859
57	52	0.7499	0.8571	0.979	0.908	61	56	0.7144	0.8334	0.963	0.859
57	57	0.7872	0.8809	0.979	0.908	61	61	0.7560	0.8611	0.963	0.859
57	62	0.8248	0.9040	0.979	0.908	61	66	0.7985	0.8879	0.963	0.859
57	67	0.8606	0.9251	0.979	0.908	61	71	0.8394	0.9127	0.963	0.859
57	72	0.8929	0.9434	0.979	0.908	61	76	0.8765	0.9342	0.963	0.859
58	43	0.6734	0.8048	0.975	0.897	62	47	0.6303	0.7732	0.958	0.844
58	48	0.7054	0.8273	0.975	0.897	62	52	0.6655	0.7992	0.958	0.844
58	53	0.7413	0.8514	0.975	0.897	62	57	0.7052	0.8271	0.958	0.844
58	58	0.7796	0.8762	0.975	0.897	62	62	0.7480	0.8558	0.958	0.844
58	63	0.8184	0.9001	0.975	0.897	62	67	0.7917	0.8837	0.958	0.844
58	68	0.8554	0.9220	0.975	0.897	62	72	0.8340	0.9095	0.958	0.844
58	73	0.8889	0.9412	0.975	0.897	62	77	0.8724	0.9318	0.958	0.844

Service Retirement Option Factors

GABA Joint & Survivor

*Mem = Member's Age ** CA = Contingent Annuitant's Age

This table assumes CA is a spouse.

Mem *	CA **	Opt 2	Opt 3	Opt 4 10-yr	Opt 4 20-yr	Mem *	CA **	Opt 2	Opt 3	Opt 4 10-yr	Opt 4 20-yr
55	40	0.7807	0.8815	0.987	0.945	59	44	0.7415	0.8571	0.978	0.914
55	45	0.8031	0.8954	0.987	0.945	59	49	0.7674	0.8739	0.978	0.914
55	50	0.8279	0.9103	0.987	0.945	59	54	0.7962	0.8918	0.978	0.914
55	55	0.8540	0.9254	0.987	0.945	59	59	0.8267	0.9100	0.978	0.914
55	60	0.8800	0.9398	0.987	0.945	59	64	0.8572	0.9274	0.978	0.914
55	65	0.9044	0.9528	0.987	0.945	59	69	0.8860	0.9431	0.978	0.914
55	70	0.9261	0.9641	0.987	0.945	59	74	0.9120	0.9568	0.978	0.914
56	41	0.7713	0.8758	0.985	0.938	60	45	0.7311	0.8504	0.975	0.904
56	46	0.7946	0.8904	0.985	0.938	60	50	0.7579	0.8680	0.975	0.904
56	51	0.8203	0.9060	0.985	0.938	60	55	0.7878	0.8868	0.975	0.904
56	56	0.8475	0.9218	0.985	0.938	60	60	0.8194	0.9058	0.975	0.904
56	61	0.8746	0.9369	0.985	0.938	60	65	0.8511	0.9240	0.975	0.904
56	66	0.9000	0.9505	0.985	0.938	60	70	0.8812	0.9405	0.975	0.904
56	71	0.9228	0.9624	0.985	0.938	60	75	0.9083	0.9549	0.975	0.904
57	42	0.7617	0.8698	0.983	0.931	61	46	0.7204	0.8435	0.971	0.893
57	47	0.7858	0.8851	0.983	0.931	61	51	0.7482	0.8619	0.971	0.893
57	52	0.8125	0.9014	0.983	0.931	61	56	0.7792	0.8816	0.971	0.893
57	57	0.8408	0.9180	0.983	0.931	61	61	0.8120	0.9015	0.971	0.893
57	62	0.8689	0.9338	0.983	0.931	61	66	0.8449	0.9205	0.971	0.893
57	67	0.8955	0.9481	0.983	0.931	61	71	0.8763	0.9379	0.971	0.893
57	72	0.9193	0.9606	0.983	0.931	61	76	0.9045	0.9529	0.971	0.893
58	43	0.7517	0.8636	0.981	0.923	62	47	0.7096	0.8364	0.967	0.882
58	48	0.7767	0.8796	0.981	0.923	62	52	0.7383	0.8556	0.967	0.882
58	53	0.8045	0.8967	0.981	0.923	62	57	0.7704	0.8762	0.967	0.882
58	58	0.8339	0.9141	0.981	0.923	62	62	0.8044	0.8971	0.967	0.882
58	63	0.8631	0.9306	0.981	0.923	62	67	0.8386	0.9170	0.967	0.882
58	68	0.8908	0.9457	0.981	0.923	62	72	0.8713	0.9352	0.967	0.882
58	73	0.9157	0.9587	0.981	0.923	62	77	0.9007	0.9509	0.967	0.882

4. Option 4

Option 4 provides a continuing benefit to one or more contingent annuitants. As with all options, you will receive the monthly benefit for **life**. If you die before the end of the “certain” or guaranteed period, your contingent annuitant(s) will receive the benefit for the balance of the guaranteed period. Payments to the contingent annuitant(s) will stop when the guaranteed period ends. This benefit has two alternatives.

- ◆ **10-year period certain.** You must be **age 75 or younger** when you retire to be eligible for this benefit. **You will receive this benefit for life.** If you die within the 10-year period, then your contingent annuitant(s) will receive the same benefit for the remainder of the 10-year period. The 10-year period begins on your effective date of retirement.
- ◆ **20-year period certain.** You must be **age 65 or younger** when you retire to be eligible for this benefit. **You will receive this benefit for life.** If you die within the 20-year period, then your contingent annuitant(s) will receive the same benefit for the remainder of the 20-year period. The 20-year period begins on your effective date of retirement.

You may change your contingent annuitant designation. Contingent annuitant(s) receiving the Option 4 benefit may, in turn, designate their own contingent annuitants.

The Option 4 benefit is calculated using Option 4 factors based on the member’s age. Factors are provided on the previous two pages for members 55 to 62 years of age. There is not enough space available in this publication to provide the complete actuarial table.

NOTE If there is more than one contingent annuitant named for a continuing benefit under Option 4, upon the death of the retiree the benefit is equally divided among all contingent annuitants for the remainder of the 10- or 20-year period.

5. Changes to Options

There are limited circumstances which will allow you to change your Option or contingent annuitant, if you are eligible. A written application must be filed with MPERA to make a change if one of the following conditions are met:

- ◆ Your original contingent annuitant dies.
- ◆ You and your contingent annuitant divorce and the court does not grant the contingent annuitant the right to receive part of the benefit.

If you are a retired member who selected Option 2 or 3, you may file a written application to name a new contingent annuitant **and** choose a new option. (§ 19-5-701, MCA)

If you retired **on or after October 1, 1999**, and selected Option 2 or 3, you may revert to the higher option 1 retirement benefit as was available at the time of your retirement, if of the above conditions are met. The notification and change must occur within 18 months of the death of or divorce from the contingent annuitant.

How to make a change You must designate a new contingent annuitant or payment option, **in writing, within 18 months** of the death of or divorce from the contingent annuitant. You must contact MPERA to receive an estimate of the new benefit and an application form. (§ 19-5-701, MCA)

6. Sample Calculations

Service Retirement

Judge Kenny Retire, Age.....	60
Service Credit.....	20 years
Current Monthly Salary (12-month average)	\$6,000 per month
Highest Average Compensation (HAC)	\$5,500 per month
Account Balance at Retirement	\$169,337
Contingent Annuitant's Age.....	55

Option 1 Formula

Member **not covered** under GABA:

$$\begin{aligned} & 3.333\% \times 15 \text{ (yrs of service credit)} \times \$6,000 \text{ (current salary)} \\ & \quad \text{Plus} \\ & 1.785\% \times 5 \text{ (yrs of service credit > 15)} \times \$6,000 \text{ (current salary)} \\ & \quad \text{Equals} \\ & \quad \quad \mathbf{\$3,535 \text{ (Option 1 monthly benefit)}} \end{aligned}$$

Member **covered** under GABA: Formula is the same as above except the Highest Average Compensation (HAC) is used instead of current salary.

$$\begin{aligned} & 3.333\% \times 15 \text{ (yrs of service credit)} \times \$5,500 \text{ (HAC)} \\ & \quad \text{Plus} \\ & 1.785\% \times 5 \text{ (yrs of service credit)} \times \$5,500 \text{ (HAC)} \\ & \quad \text{Equals} \\ & \quad \quad \mathbf{\$3,241 \text{ (Option 1 monthly benefit)}} \end{aligned}$$

Under payment Option 1, Judge Retire will receive a monthly benefit of \$3,535 if not covered by GABA. He will receive \$3,241 per month if covered by GABA. Judge Retire will receive monthly payments for life. Payments will increase in the future as described on page 36. Upon his death, monthly payments will cease. If the total benefits paid to Judge Retire are less than his balance at retirement (\$169,337), the remainder of his account will be paid in a lump-sum to his designated beneficiary.

Option 2 Formula

Option 1 Amount x Option 2 Factor (see tables on pages 27 & 28)

$\$3,535 \times .7235 = \$2,558$ if not covered by GABA; or

$\$3,241 \times .7878 = \$2,553$ if covered by GABA

If Judge Retire is not covered by GABA and elects Option 2, he will receive a reduced monthly benefit of \$2,558 per month. He will receive retirement benefit increases based on the current salary of the position from which he retired.

He will receive \$2,553 per month if he is covered by GABA. This payment will increase in the future as described on page 36. Judge Retire will receive monthly payments for life. Upon his death, JRS will pay Judge Retire's contingent annuitant the same amount Judge Retire was receiving. That payment will also increase in the future, and will continue for the contingent annuitant's life.

Option 3 Formula

Option 1 Amount x Option 3 Factor (see tables on pages 27 & 28)

$\$3,535 \times .8396 = \$2,968$ if not covered by GABA, or

$\$3,241 \times .8868 = \$2,874$ if covered by GABA

If Judge Retire is not covered by GABA and elects Option 3, he will receive a monthly benefit of \$2,968. He will receive retirement benefit increases based on the current salary of the position from which he retired.

He will receive \$2,874 per month if he is covered by GABA. Payments will increase in the future as described on page 36. Judge Retire will receive monthly payments for life. Upon his death, JRS will pay his contingent annuitant one-half of the amount Judge Retire was receiving. That payment will also increase in the future, and will continue for the contingent annuitant's life.

Option 4 Formulas (see tables on pages 27 & 28 for Option 4 factors)

10-Year Certain: Option 1 Amount x Option 4 10-Year Factor

\$3,535 x .968 = \$3,422 if not covered by GABA; or

\$3,241 x .975 = \$3,160 if covered by GABA.

20-Year Certain: Option 1 Amount x Option 4 20-Year Factor

\$3,535 x .872 = \$3,083 if not covered by GABA; or

\$3,241 x .904 = \$2,930 if covered by GABA.

If Judge Retire is not covered by GABA and chooses the 10-year certain payment option, he will receive \$3,422 per month. He will receive retirement benefit increases based on the current salary of the position from which he retired.

He will receive \$3,160 per month if covered by GABA. Payments will increase in the future as described on page 36. Judge Retire will receive monthly payments for life. If he dies before the 10-year period ends, then his contingent annuitant(s) will receive the same benefit Judge Retire was receiving. Those payments will continue until the end of the 10-year period, and will also increase. If Judge Retire dies after the 10-year period ends, all payments end. His contingent annuitant(s) will not receive any benefit payments.

If Judge Retire is not covered by GABA and chooses the 20-year certain payment option, he will receive a monthly benefit of \$3,083. He will receive retirement benefit increases based on the current salary of the position from which he retired.

He will receive \$2,930 per month if covered by GABA. That payment will increase in the future as described on page 36. Judge Retire will receive monthly payments for life. If he dies before the 20-year period ends, then his contingent annuitant(s) will receive the same benefit Judge Retire was receiving. If Judge Retire dies after the 20-year period ends, all payments end. His contingent annuitant(s) will not receive any benefit payments.

The 10-year and 20-year periods begin on the effective date of the member's retirement. Factors used for 10-year and 20-year period options are based on the member's age.

Section IV: Additional Information

1. Death of an Active Member

Upon the death of an active member, the named beneficiary is entitled to receive either a lump-sum payment or a monthly benefit.

Keep your designated beneficiaries current. Change your beneficiaries by filing a new membership card with MPERA.

Beneficiaries

Members may designate any persons, charitable organization, estate or trust (for the benefit of a living person) they wish as a beneficiary. Beneficiaries are either primary or contingent. Contingent beneficiaries will receive a payment or a benefit only if no primary beneficiary survives the member. (§§ 19-2-801 and 19-2-802, MCA)

The member must designate their beneficiaries on a JRS membership card and give the card to their payroll clerk. The clerk will send the card to MPERA. Inactive members may call us and request a new membership card. **The change is not effective until the card is received in our office.**

Advise your beneficiary to contact MPERA for complete details about benefits in the event of your death.

Death Benefit Claim

Upon notification of a member's death, MPERA will send a death benefit claim to the designated beneficiary. To claim a death benefit, the beneficiary must return the completed form to MPERA along with a certified copy of the member's death certificate.

Death Benefits or Payments

At the death of an active member, the designated beneficiary may receive either a lump-sum payment or a monthly survivorship benefit. The benefit is the actuarial equivalent of the applicable service retirement benefit. (§ 19-5-802, MCA)

If a member dies as a direct and proximate result of injury received in the course of a member's service or duty, a survivorship benefit will be paid to the member's designated beneficiary. The survivorship benefit is the contingent annuitant's benefit, if the member was called to duty following retirement; or the actuarial equivalent of a member's applicable service retirement benefit. (§ 19-5-801, MCA)

Death of Retired Member

Regardless of whether you retired under GABA or not, if you were receiving an Option 1 benefit, and you die before receiving benefits equal to your account, your beneficiary will receive your remaining account balance. Your remaining account balance is your contributions, plus interest to date of retirement, minus any benefit payments you received. Your designated beneficiary may request the lump sum payment be received as an annuity.

If you chose Options 2, 3 or 4, see pages 32 and 33 for details on death benefits.

2. Benefit Increases

Retirement Benefit Increases

Members who elected to be covered under GABA and those who became active members on or after July 1, 1997 will receive retirement benefit increases as explained below.

Members who did not elect to be covered by GABA will receive retirement benefit increases based on the current salary of the position from which they retired.

GABA

GABA insures an increase of three percent over the previous year's benefit. Other events which increase your benefit will reduce the amount you get from GABA. If the other increases are three percent or more, then you will receive no increase from GABA that year. (§§ 19-5-901 and 19-5-902, MCA)

GABA applies to:

- Service Retirement Benefit
- Involuntary Service Retirement Benefit
- Disability Retirement Benefit
- Survivorship Benefit

It also applies to other recipients, such as survivors who elect a monthly benefit, and to contingent annuitants. It does not apply to a person receiving the lump-sum death payment as an annuity. (§ 19-5-802(1), MCA)

Eligibility for and Effective Date of GABA Benefits

The following are conditions you must meet before you will receive an increase under GABA.

- You became an active member on or after July 1, 1997, or you filed an election with MPERA to receive GABA prior to December 1, 2005;
- You have received your retirement benefit for at least 12 months.

Once you have met both of the above conditions, you will receive your first GABA increase on the following January benefit payment. For example: If you retired on July 1, 2008, you will meet the 12-month requirement on July 1, 2009. You will receive your first GABA increase in your January 31, 2010 benefit payment.

Timing for Benefit Payments

Benefit payments are processed the last working day of the month. For example: the January benefit payment is mailed on January 31st.

If you receive your benefit by electronic transfer (direct deposit), the transfer takes place on the last working day of the month. However, your bank may not add the transfer to your account until the next working day. With direct deposit, you receive your money one or two days sooner than with a paper check through the mail.

If you receive your benefit by hard copy check, the check will be mailed on the last working day of the month. Due to mail time, you may not receive your benefit for several days.

3. Taxes on Benefits

Some or all of your retirement benefit will be subject to federal and state income taxes. You must pay taxes on any part of your benefit derived from contributions that were not taxed (made pre-tax) during your working career. You paid income tax on any money you contributed before July 1, 1991. You paid the taxes on any contributions you made to buy service before the year 2000. You have not paid taxes on your regular contributions since July 1, 1991, nor have you paid taxes on the interest your account earns. If some of your benefit comes from pre-tax money, or tax-deferred interest, you must pay taxes on that part. (§ 19-2-1004, MCA)

Tax Statements

Once you are retired and receiving a benefit, each year we will send you a Distribution Form (Federal Form 1099R). The 1099R is similar to a W-2 Form. We send the form to all people, charitable organizations, and trusts, who receive any payment from JRS, not just members. The 1099R will show the gross taxable amount you received during the past calendar year and any state or federal taxes withheld during the year. You may elect to withhold federal or Montana state income tax by submitting a tax withholding certificate form available from MPERA. We base withholding rates on current federal and state tax law unless you request otherwise.

Tax Advice

Tax laws that apply to retirement benefits change frequently. You should contact a tax professional for specific, up-to-date information about state and federal taxes.

Taxes on Refunds

The pre-tax portion of your accumulated contributions is subject to state and federal taxes when refunded directly to you in a lump-sum. The taxable amount under state law differs for that under federal law because the state does not tax the interest credited to your account.

MPERA must withhold federal taxes and the IRS may charge early withdrawal penalties on refunds. Roll the money over and no money will be withheld for taxes.

The IRS requires us to withhold 20% for federal taxes if you choose to have the refund paid directly to you. Depending on your personal circumstances, the amount withheld may not cover all taxes you may owe on the refund. The IRS may also, at the time you file your income tax return, assess an additional 10% penalty for early withdrawal if you are under the age 59 1/2.

You may avoid paying the 20% withholding tax and possible imposition of a 10% penalty by “rolling-over” the taxable part of your refund into an IRA or other eligible plan. If you choose a lump-sum payment, IRS rules allow you 60 days to reinvest or roll the refund over into a eligible plan to avoid paying the 10% penalty. Be prepared to provide the IRS documentation of this roll-over.

You will receive a Distributions Form (Federal Form 1099R) for the refund. It will list the gross distribution, the taxable part of the distribution, and any federal or state taxes withheld from the refund. The 1099R is an important document that must be kept for your tax records. We will not automatically send another 1099R at the end of the year. However, if you lose your 1099R, you may request a duplicate from us.

4. Assignment of Benefits

In most circumstances your retirement benefit is protected from attachment and cannot be assigned to or acquired by a third party. (§ 19-2-1004, MCA). Your retirement benefit may not be assigned to another person under ERISA (a federal law governing private pension benefits); nor may a Qualified Domestic Relations Order assign your benefits to another person.

However, there are circumstances when your retirement benefit may be subject to attachment or assignment. The IRS may place a valid levy against your benefit for unpaid taxes. Further, a court may assign all or a portion of your benefit pursuant to a Family Law Order (FLO), which must be a judgment, decree or order of a Montana court. Courts from other states may also assign your benefit with a Support Obligation if that Support Obligation meets requirements similar to those for a FLO. (§ 19-2-907 and 19-2-909, MCA)

Family Law Order (FLO)

A Montana court may issue a FLO for child or parental support, spousal maintenance, or marital property rights. The FLO may require that we pay an alternate payee a set sum or percentage of your benefit. For example, the FLO may require us to pay \$500 per month until a set sum of \$12,000 has been paid. Or, the FLO may require us to pay 50% of your monthly benefit to your alternate payee for as long as you receive a benefit. The FLO may also require you to choose a specific option, contingent annuitant, or beneficiary.

A FLO may not require MPERA to pay a type of benefit unless that benefit is available to you; nor can a FLO require an amount or length of payment greater than payable to you. This means a FLO cannot require MPERA to make any payments before you retire or take a refund. Also, it may not require payments that are more than the amount MPERA may pay you. (§ 19-2-907, MCA)

5. For More Information

- If you want an estimate of your benefit, or a cost statement for purchasing service, please contact us in writing. Any estimates you receive from any other source are not valid and may not be relied upon. MPERA is not responsible for any information from other sources.
- You must contact us for application forms if you are considering service or disability retirement.
- You should instruct your beneficiaries to contact us in the event of your death.

When you correspond with MPERA by mail or fax, please include your full name, printed and signed, the last four digits of your social security number, your return address and your daytime telephone number.

Mailing Address: **MPERA**
 P.O. Box 200131
 Helena MT 59620-0131

FAX Number: **(406) 444-5428**

We invite you to visit MPERA in Helena at 100 North Park Avenue, Suite 200. (See map on back cover.) Our office hours are Monday through Friday, 8 a.m. to 5 p.m., except on designated state holidays. **It is most helpful for staff if you make an appointment in advance.** Phone our office at (406) 444-3154 or toll free (877) 275-7372. If our phone lines are busy, you may leave a voice mail message. Be sure to leave your name, telephone number, and the last four digits of your social security number first, then a brief message.

NOTE

To avoid confusion, you should put in writing any questions requesting **specific details** about retirement options or service credit. We will give you a **specific written response**.

GLOSSARY OF TERMS

ACTIVE MEMBER - a member in a JRS-covered job, making the required contributions, and properly reported for the most current reporting period.

ACCUMULATED CONTRIBUTIONS - any regular and additional contributions made by a member plus interest earned.

ACTUARIAL COST - the amount determined by the Board in a uniform and nondiscriminatory manner to represent the present value of the benefits to be derived from the additional service to be purchased. The cost is based on the most recent actuarial valuation for the system and the age, years until retirement and current salary of the member.

ADDITIONAL CONTRIBUTIONS - a member's payments to purchase various types of optional service credit.

BENEFIT - a service or disability retirement or survivorship payment provided by the JRS.

COMPENSATION - the pay an employee receives before deducting taxes or social security in accordance with §19-5-101, MCA.

CONTINGENT ANNUITANT - a person the retired member names to receive a continuing benefit after the member's death.

SERVICE CREDIT - the periods in which you contribute the required money to the JRS. The MPERA uses service credit to calculate the amount of your benefit. If you work 160 hours or more in any month, you get one month of service credit. If you work less than 160 hours, you will receive credit for a partial month. For example, if you work 80 hours, you receive ½ of a month of service credit.

CURRENT SALARY - the current compensation for the office retired from.

DESIGNATED BENEFICIARY - the person a member names to receive any survivorship benefits or lump-sum payments upon the member's death. Designated beneficiaries are either primary or contingent.

DISABILITY - total physical or mental incapacity of a member to do the essential functions of the member's job. You must become disabled while an active member, and it must be permanent or of an extended or uncertain period.

FAMILY LAW ORDER (FLO) - an order from a Montana court that may assign all or part of a participant's payment.

FISCAL YEAR - the 12-month period starting July 1 and ending the following June 30.

GUARANTEED ANNUAL BENEFIT ADJUSTMENT (GABA) - a 3% annual benefit increase, if and when a member is eligible.

HIGHEST AVERAGE COMPENSATION (HAC) - the member's highest average monthly pay during any 36 consecutive months of membership service. Lump-sum payments for severance pay, sick leave, and annual leave may not be added to a single month's pay. Your HAC may include termination payments, but only if they replace regular pay on a month for month basis.

INACTIVE MEMBER - a member who ends JRS-covered employment and does not withdraw his or her JRS accumulated contributions.

INVOLUNTARY RETIREMENT - a retirement not for cause and before retirement age.

LUMP-SUM PAYMENTS - amounts, which may include interest, that are payable instead of monthly benefits.

MEMBER - any person with contributions and service on account with the JRS. Persons receiving retirement benefits based on previous service credit are also members.

MEMBERSHIP SERVICE - the periods of service used to determine vesting and eligibility for retirement or other benefits. You receive one month membership service for any month you contribute to the JRS, even if you only work one day during that month. If you contribute anything, you receive membership service for the whole month.

PART-TIME EMPLOYMENT - any month during which the employer pays the member for less than 160 hours.

PARTICIPANT - a member, beneficiary, survivor, or contingent annuitant who is receiving, or may receive, a benefit or payment from the JRS.

REFUND - a withdrawal of all the accumulated contributions in a member's JRS account. By taking a refund, the member gives up all rights to any other benefits from the JRS.

REGULAR CONTRIBUTIONS - the payments an active member must make to the JRS. The payments are a percentage of the member's monthly pay and are pre-tax.

REGULAR INTEREST - the payments made to a member's account at rates set by the Board. This interest is tax-deferred. Also, the amount charged to buy service on a monthly payment plan. These rates may not be the same.

RETIRED JUDGE - Any judge or justice who is receiving a retirement benefit in accordance with Title 19, Chapter 5, Montana Code Annotated.

RETIREMENT BENEFIT - the monthly payment to a member, for life, following service or disability retirement.

RETIREMENT or RETIRED - a person who has terminated active service, applied for the benefits provided by the JRS, and received at least one benefit payment.

SERVICE - employment of an employee in a position covered by a retirement system.

SERVICE CREDIT - the periods in which you contribute the required money to the JRS. MPERA uses service credit to calculate the amount of your benefit. If you work 160 hours or more in any month, you get one month of service credit. If you work less than 160 hours, you will receive credit for a partial month. For example, if you work 80 hours, you receive $\frac{1}{2}$ of a month of service credit.

SURVIVORSHIP BENEFIT - monthly payments, for life, to the beneficiary of a vested member who died while an active member.

VESTED MEMBER or VESTED - the status of a member with at least five years of membership service. A vested member is entitled to retirement when they meet the minimum service or age provision.

Alternate Accessible Format

MPERA will provide alternative accessible formats of this document upon request. Persons with disabilities, who need an alternative accessible format of this information, should contact us.

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